

Exhibit O

From: Ferrante, Pablo C.
Sent: Tuesday, March 2, 2021 2:46 PM
To: Sanchez, Jose; Lennon, Jr., Michael P.; Cardozo, Camilo; Antonelli, Marisa
Cc: Danford, James B.; Durham, Anna V.; Lopez Forastier, Miguel; Ban, Victor; Tuninetti, Amanda
Subject: RE: Briefing Schedule and Confidentiality Agreement [MB-AME.FID2328538]
Attachments: 2021_01_19 SPA.pdf; 2021_01_19 Disclosure Schedule.pdf

Jose

Attached is the Share Purchaser Agreement and Disclosure Schedules requested, redacted to protect confidential information and/or information not relevant to the proceedings between Purchaser and Seller. These documents are confidential and are being produced in accordance with the Confidentiality Agreement and Offshore's January 21, 2021 commitment to "treat the documents with utmost confidentiality."

We look forward to receiving your proposed briefing schedule promptly and, preferably, by no later than Monday, March 8th. Alternative, pursuant to your message of February 11th, let us know if instead of proceeding with a briefing schedule OEP decides to move to withdraw its challenges.

Best regards,

Pablo

Pablo C. Ferrante

Partner

Mayer Brown LLP

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mayerbrown.com

Please consider the environment before printing this e-mail. If you need to print it, consider printing it double-sided.

From: Sanchez, Jose <josesanchez@velaw.com>
Sent: Wednesday, February 17, 2021 9:59 PM
To: Lennon, Michael P. <MLennon@mayerbrown.com>; Cardozo, Camilo <ccardozo@velaw.com>; Antonelli, Marisa <mantonelli@velaw.com>
Cc: Ferrante, Pablo C. <PFerrante@mayerbrown.com>; Danford, James B. <JDanford@mayerbrown.com>; Durham, Anna V. <ADurham@mayerbrown.com>; Lopez Forastier, Miguel <mlopezforastier@cov.com>; Ban, Victor <VBan@cov.com>; Tuninetti, Amanda <ATuninetti@cov.com>
Subject: RE: Briefing Schedule and Confidentiality Agreement [MB-AME.FID2328538]

****EXTERNAL SENDER****

Thanks for your email. Here is the signature page with Mr. Kallop's signature.

Please note that Offshore's address has changed, so all correspondence should be sent to:

1800 Bering Dr, Suite 925
Houston, TX 77057
Office: (713) 622-3492
Direct: (832) 255-1520
brent.kallop@offshore-ep.com

We trust that you will make that change in the agreement before circulating a final, executed version, but are sending you an executed signature page now to expedite this process. Once we receive and review the sale agreement, we will suggest a briefing schedule.

Lastly, we reject your groundless accusation that we have engaged in a "ruse" to delay the proceeding.

From: Lennon, Michael P. <MLennon@mayerbrown.com>
Sent: Wednesday, February 17, 2021 3:43 PM
To: Sanchez, Jose <josesanchez@velaw.com>; Cardozo, Camilo <ccardozo@velaw.com>; Antonelli, Marisa <mantonelli@velaw.com>
Cc: Ferrante, Pablo C. <PFerrante@mayerbrown.com>; Danford, James B. <JDanford@mayerbrown.com>; Durham, Anna V. <ADurham@mayerbrown.com>; Lopez Forastier, Miguel <mlopezforastier@cov.com>; Ban, Victor <VBan@cov.com>; Tuninetti, Amanda <ATuninetti@cov.com>
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[EXTERNAL]

Jose:

Between consulting with our clients and the freezing weather in Texas shutting down power, it has taken me some time to respond. Purchaser agrees to let Mr. Kallop see the redacted SPA Purchaser will provide. Attached is a clean, execution ready and redline draft that accomplishes that. This way, whoever is available to sign on behalf of OEP can sign and Mr. Kallop can see the document. If Mr. Kallop can sign, even better.

Your statement that Mr. Kallop needs to see the SPA to decide whether Offshore should invest the resources needed to ask the Tribunal to issue a threshold determination is both puzzling and troubling. In Offshore's January 25, 2021 letter to the Tribunal, Offshore represented to the Tribunal that Offshore needed more time precisely because Offshore intended to make such an application. Purchaser agreed to a short delay to the hearing on that representation and on the basis that Offshore would bring all issues forward in one application.

If Offshore's position had been that it may or may not make an application, Purchaser would not have been willing to accommodate a delay to the hearing date. If, as Offshore seems to be hinting, Offshore pursues no relief, Offshore appears to have engaged in a highly improper and prejudicial ruse to delay the hearing for the sake of delay.

There also seems to be no sense of urgency on Offshore's side. Offshore still has not proposed a briefing schedule that would conclude the briefing by mid-April at the latest, and preferably sooner. Similarly, it should not have taken 12 days for Offshore to raise a minor point about Mr. Kallop's access to the SPA.

Purchaser would be grateful if Offshore would promptly sign and return the Confidentiality Agreement and return it with a proposed briefing schedule. Purchaser will undertake to promptly obtain signatures as well.

Regards,

Mike

From: Sanchez, Jose <josesanchez@velaw.com>

Sent: Thursday, February 11, 2021 9:07 PM

To: Lennon, Michael P. <MLennon@mayerbrown.com>; Cardozo, Camilo <ccardozo@velaw.com>; Antonelli, Marisa <mantonelli@velaw.com>

Cc: Ferrante, Pablo C. <PFerrante@mayerbrown.com>; Danford, James B. <JDanford@mayerbrown.com>; Durham, Anna V. <ADurham@mayerbrown.com>; Lopez Forastier, Miguel <mlopezforastier@cov.com>; Ban, Victor <VBan@cov.com>; Tuninetti, Amanda <ATuninetti@cov.com>

Subject: RE: Briefing Schedule and Confidentiality Agreement [MB-AME.FID2328538]

****EXTERNAL SENDER****

Mike: We agree with the draft confidentiality agreement you sent us, except for one provision. Section 3 states:

"Disclosure of Highly Confidential Information. Highly Confidential Information may be provided or disclosed by the Parties only to the following persons (it being understood that all of such persons shall be informed, by or on behalf of the Receiving Party, of the confidential nature of the Highly Confidential Information and shall comply with the terms of this Agreement and that, in any event, the Receiving Party shall be responsible for any breach of this Agreement by any such person):

a. The Parties' counsel, in-house counsel, and auditors – the latter to the extent specifically requested – whose involvement in the Arbitrations requires such disclosure (but not any other employee, officer, director, agent, or representative of the Parties)" (emphasis added)

Offshore's CEO (Brent Kallop) needs to see the underlying agreement to decide whether, in his opinion, Offshore should invest the resources needed to ask the Tribunal to issue a threshold determination. Therefore, Offshore requests that that provision be revised so that the officer that signs the confidentiality agreement (in our case, Brent Kallop) can see the confidentiality documents. We look forward to hearing from you.

Regards,

Jose

From: Lennon, Michael P. <MLennon@mayerbrown.com>

Sent: Thursday, February 11, 2021 4:16 PM

To: Sanchez, Jose <josesanchez@velaw.com>; Cardozo, Camilo <ccardozo@velaw.com>; Antonelli, Marisa <mantonelli@velaw.com>

Cc: Ferrante, Pablo C. <PFerrante@mayerbrown.com>; Danford, James B. <JDanford@mayerbrown.com>; Durham, Anna V. <ADurham@mayerbrown.com>; Lopez Forastier, Miguel <mlopezforastier@cov.com>; Ban, Victor <VBan@cov.com>; Tuninetti, Amanda <ATuninetti@cov.com>

Subject: RE: Briefing Schedule and Confidentiality Agreement [MB-AME.FID2328538]

[EXTERNAL]

Jose:

Any update on the confidentiality agreement? We also are waiting for a proposed briefing schedule.

Thanks,

Mike

From: Sanchez, Jose <josesanchez@velaw.com>

Sent: Monday, February 08, 2021 8:03 PM

To: Lennon, Michael P. <MLennon@mayerbrown.com>; Cardozo, Camilo <ccardozo@velaw.com>; Antonelli, Marisa <mantonelli@velaw.com>

Cc: Ferrante, Pablo C. <PFerrante@mayerbrown.com>; Danford, James B. <JDanford@mayerbrown.com>; Durham, Anna V. <ADurham@mayerbrown.com>; Lopez Forastier, Miguel <mlopezforastier@cov.com>; Ban, Victor <VBan@cov.com>; Tuninetti, Amanda <ATuninetti@cov.com>

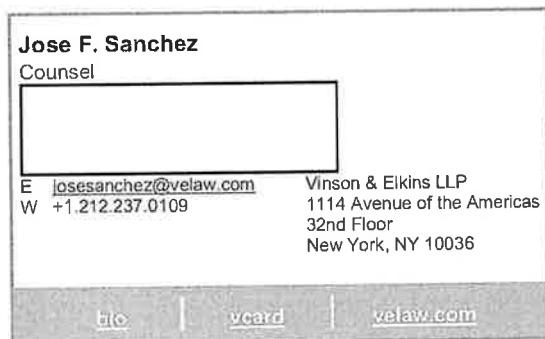
Subject: RE: Briefing Schedule and Confidentiality Agreement [MB-AME.FID2328538]

****EXTERNAL SENDER****

Counsel: We are reviewing your draft agreement with our client, and will get back to you with any revisions soon.

Regards,

Jose



From: Lennon, Michael P. <MLennon@mayerbrown.com>

Sent: Thursday, February 4, 2021 3:44 PM

To: Sanchez, Jose <josesanchez@velaw.com>; Cardozo, Camilo <ccardozo@velaw.com>; Antonelli, Marisa <mantonelli@velaw.com>

Cc: Ferrante, Pablo C. <PFerrante@mayerbrown.com>; Danford, James B. <JDanford@mayerbrown.com>; Durham, Anna V. <ADurham@mayerbrown.com>; Lopez Forastier, Miguel <mlopezforastier@cov.com>; Ban, Victor <VBan@cov.com>; Tuninetti, Amanda <ATuninetti@cov.com>

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[EXTERNAL]

Counsel:

As it was Offshore that made the application to brief the consequences of Ecopetrol and KNOC selling their shares in OIG, Ecopetrol and KNOC believe it falls to Offshore in the first instance to propose a briefing schedule for whatever issue(s) Offshore intends to raise. On Purchaser's side, we believe the briefing should be complete by early to mid-April. We would be grateful to receive Offshore's proposal by no later than COB on Monday, February 8.

We also note that Pablo Ferrante presented a draft confidentiality agreement on Sunday evening (1/31 at 7:01 pm CST), but Offshore has not responded. The draft is identical in substance to the confidentiality agreement the Parties executed

in the original arbitration proceeding. Ecopetrol and KNOC are prepared to produce a redacted version of the SPA as soon as a confidentiality agreement is in place, which the Chair of the Tribunal observed on Monday was appropriate.

Regards,

Mike Lennon

Michael P. Lennon, Jr.

Partner

Mayer Brown LLP


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